

ADOT ECS File No.: JPA 01-071
AG Contract No.: KR02-1962TRN
Project No.: RAM-202-A-502
Project: SR 202L, Red Mountain
Section: Country Club Drive -- Gilbert Road
TRACS No.: H 4921 03C
Budget Source Item No: 82602

**INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE AND ENHANCEMENTS**

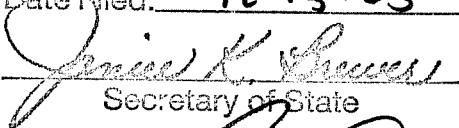
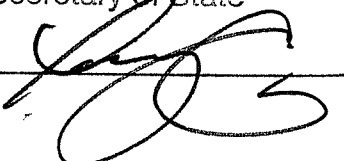
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into this date December 15, 2005 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Mesa, acting by and through its MAYOR and CITY COUNCIL, (the "City"), collectively known as the Parties ("Parties").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State has installed the irrigation upgrade system, landscaping and enhancements within the rights of way of the Red Mountain Freeway (State Route 202L), from west of Country Club Drive east, to just west of Gilbert Road approximately 3.34 miles and shown on the Landscape Maintenance Exhibit, also known as Exhibit "A; Exhibit B and Exhibit C, attached hereto and made a part hereof, herein referred to as the "Project".
4. The State and City agree that since the Project work is completed, the enhancement costs shown in this document are considered final costs. It is further agreed there will be no subsequent charges to the City associated with this Project.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 27868
Filed with the Secretary of State
Date Filed: 12-15-05

Secretary of State
By: 

II. SCOPE OF WORK

1. The State:

a. Upon execution of this Agreement, shall invoice the City in the amount of \$135,178.00 for the City's total participation of costs associated with the Project, as shown in Exhibit B.

b. Constructed the Project to State standard design plans, using color-coded irrigation pipe to indicate the presence of reclaimed water, as required by law, with the approval of the City's written concurrence of the final plans.

c. Shall grant the City an "Encroachment Permit", to be renewed annually, for any maintenance work planned within the State's rights of way.

d. Shall be responsible for maintaining the landscaping and shall pay for irrigation system and irrigation system electric, as designated in the attached Landscape Maintenance Exhibit A.

2. The City:

a. Upon execution of this Agreement and receipt of an invoice from the State, shall remit an amount of \$135,178.00 from Highway Users Revenue Fund, for the City's total participation of costs associated with the Project, shown in Exhibit B.

b. Has reviewed the final design documents and, provided comments and written concurrence to the State.

c. Will provide potable or reclaimed water for landscaping necessary to properly maintain the landscape, at it's own expense.

d. Will provide potable or reclaimed water in mains up to or within the State's right-of-way as shown on the plans at the City's expense. Has the option to deliver treated reclaimed water instead of potable water, and will coordinate with the State.

e. Is responsible for maintenance of all painted architectural aesthetic graphic features of the Project in the area of the Bridge Parapet-Piers and Wingwalls, located at Country Club Road; Center Street; Mesa Drive and Stapley Drive underpasses, as shown on Exhibit C.

f. Maintain the landscaping and irrigation systems of the Project within the areas designated the City, on the Landscape Maintenance Exhibit A. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

h. Obtain an "Encroachment Permit" on an annual basis, from the State's Phoenix District Maintenance Permit Office, for any planned maintenance work within the State's rights of way. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. Agree to provide the State courtesy notification in advance of performing any routine inspections or maintenance; and agree to provide courtesy notification to the State of any emergency repairs required as soon as practicable. All traffic control shall adhere to the requirements of the Arizona Department of Transportation's supplement to the "Manual on Uniform Traffic Control Devices" (MUTCD).

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this Agreement may be cancelled by the State at any time upon 60 days written notice. It is understood and agreed that, in the event the City cancels this Agreement, the State shall in no way be obligated to maintain said landscaping.

2. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses including reasonable attorneys' fees, hereinafter collectively referred to as ("claims"), arising out of bodily injury of any person, including death or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State and City under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State and City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007-3212

City of Mesa
City Manager
P.O. Box 1466
Phoenix, AZ 85211-1466


10. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

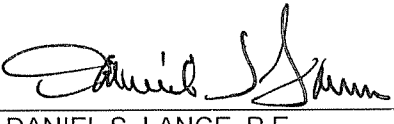
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF MESA

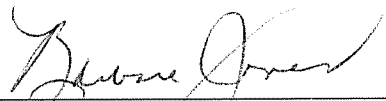
STATE OF ARIZONA

Department of Transportation

By 
MIKE HUTCHINSON
City Manager

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By 
BARBARA JONES
City Clerk



JPA 01-071

APPROVAL FORM

MESA CITY ATTORNEY

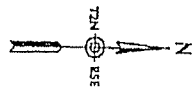
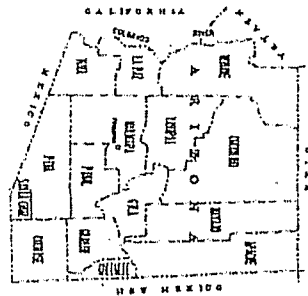
I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF MESA, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 14th day of Nov, 2005.

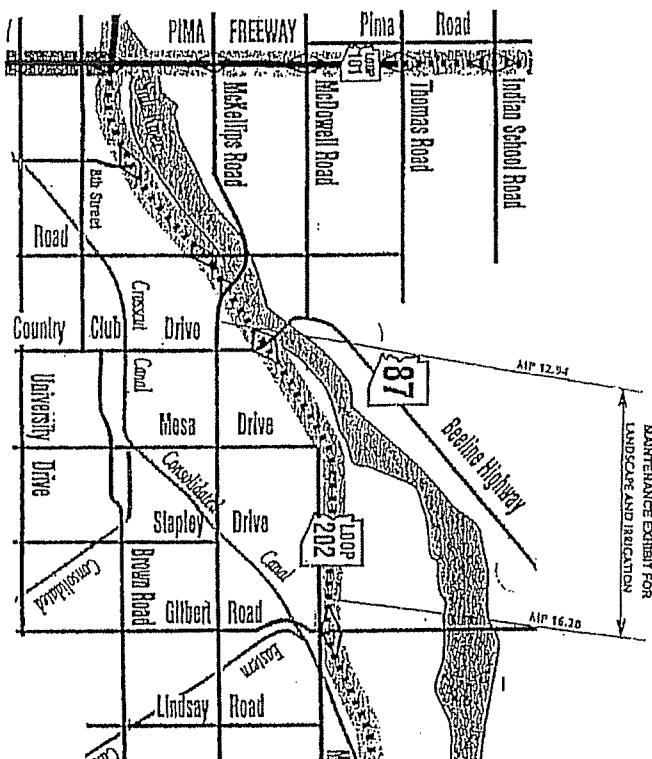
Debin Spinner

Mesa City Attorney



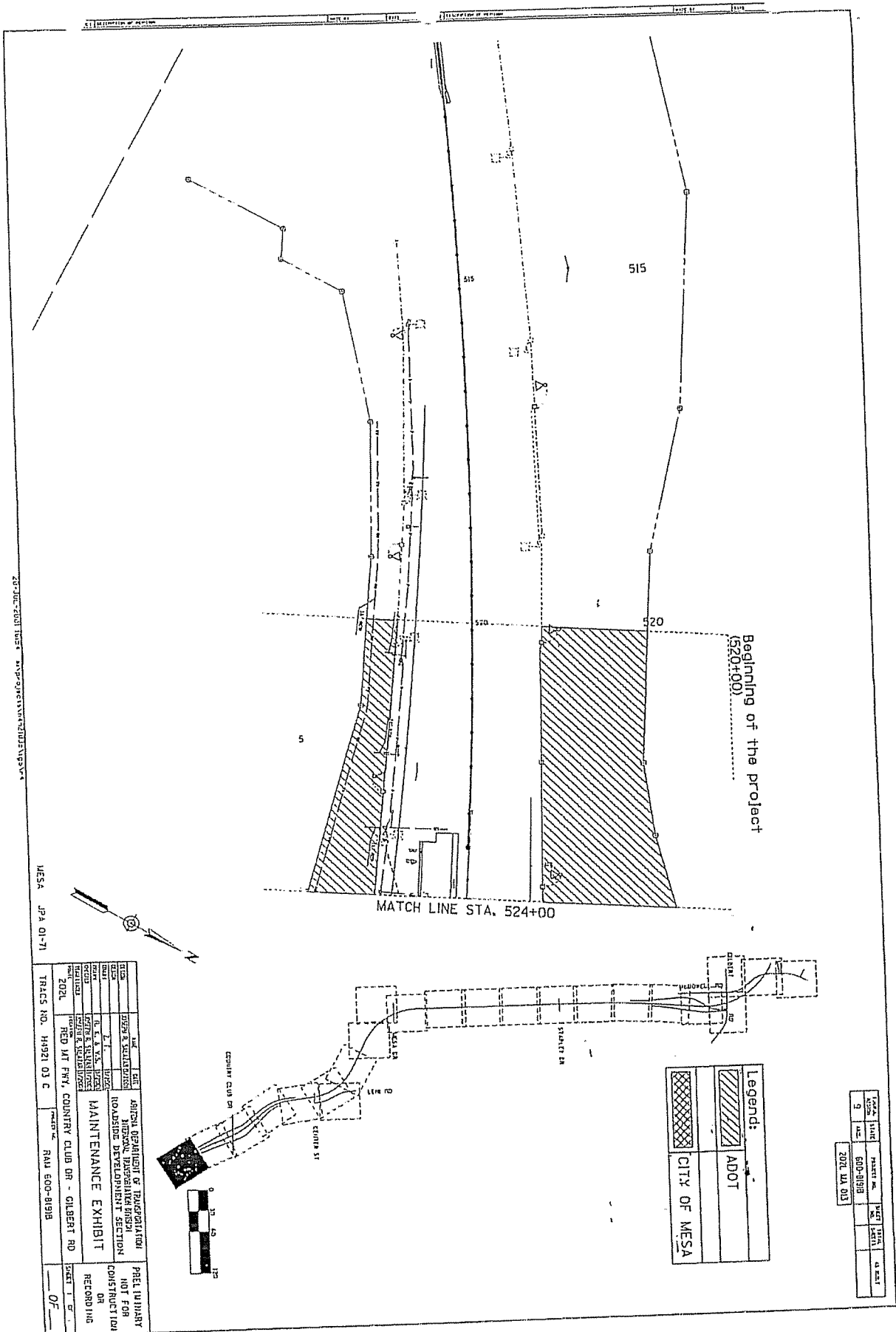
STATE OF ARIZONA
 DEPARTMENT OF TRANSPORTATION
 INTERMODAL TRANSPORTATION DIVISION
 PLAN AND PROFILE OF PROPOSED
 STATE HIGHWAY
 RED MOUNTAIN FREEWAY (2021)

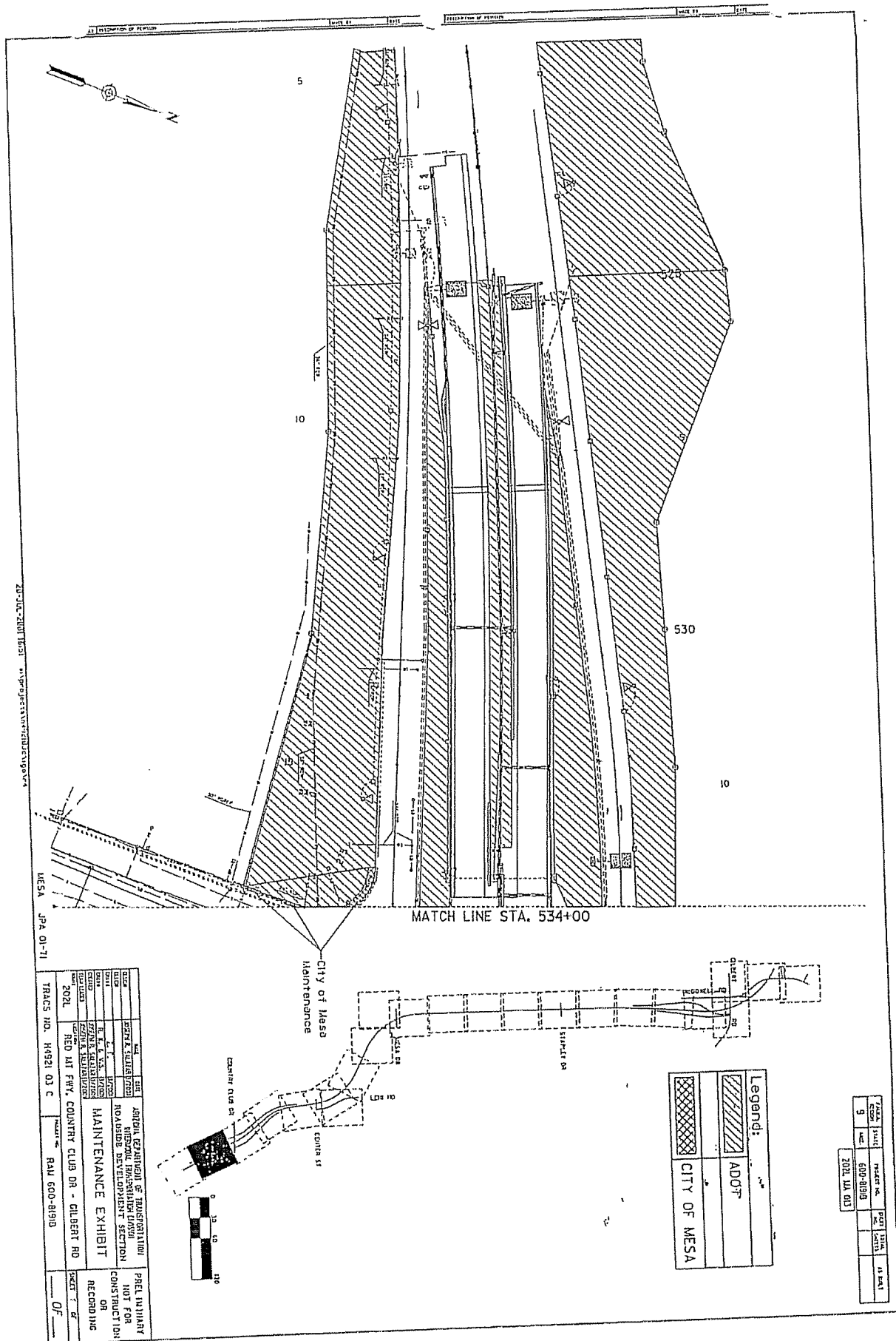
JPA 01-071 Landscape Maintenance Agreement
 Exhibit A

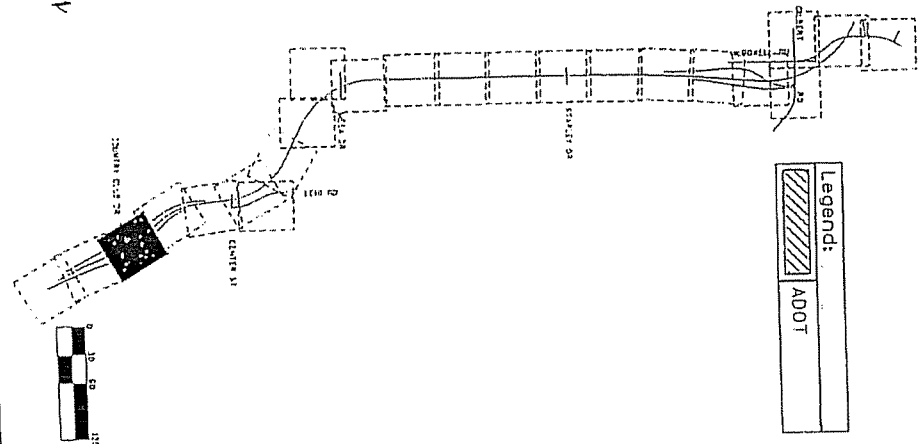
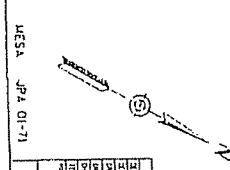
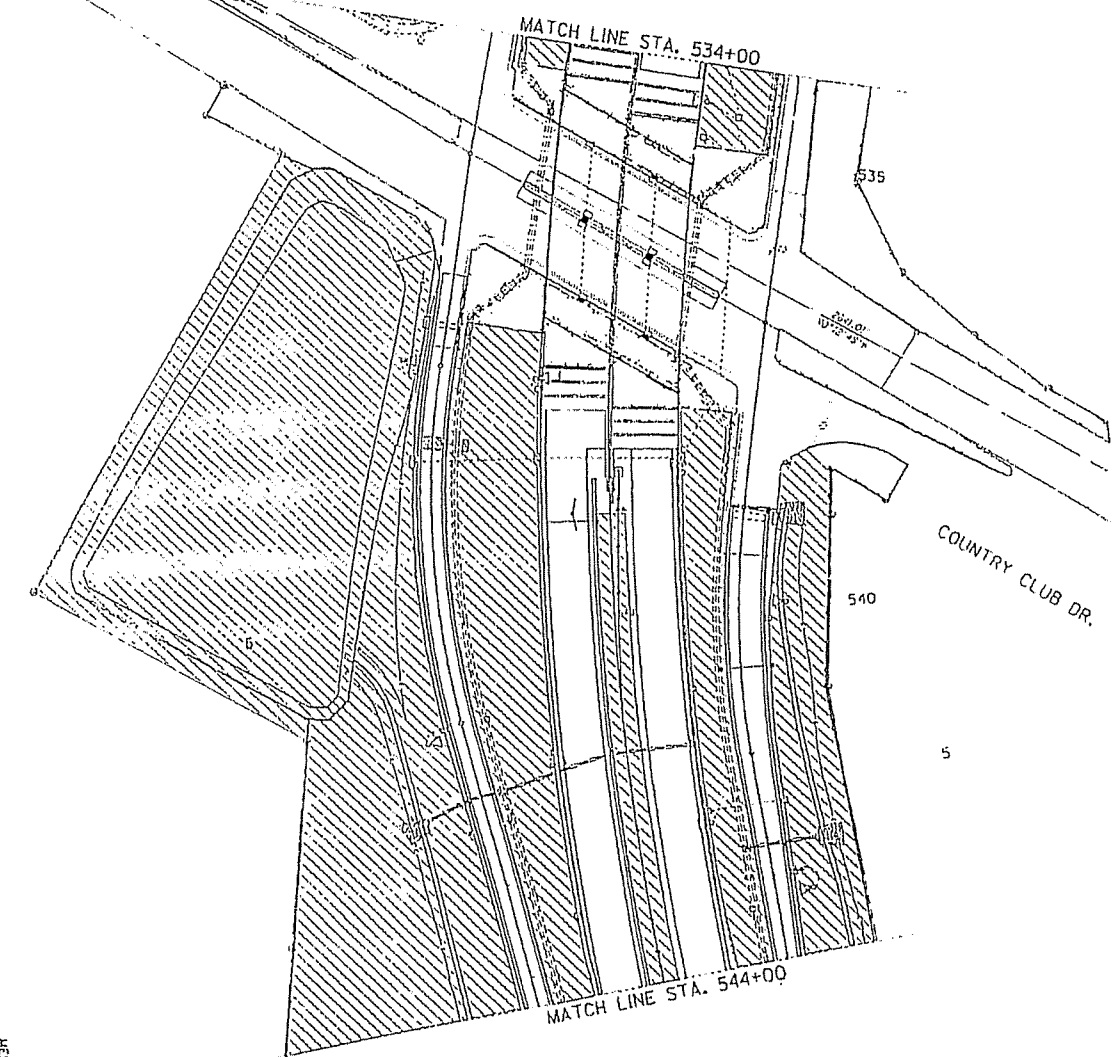


COUNTRY CLUB DR-GILBERT RD

JPA 01-71





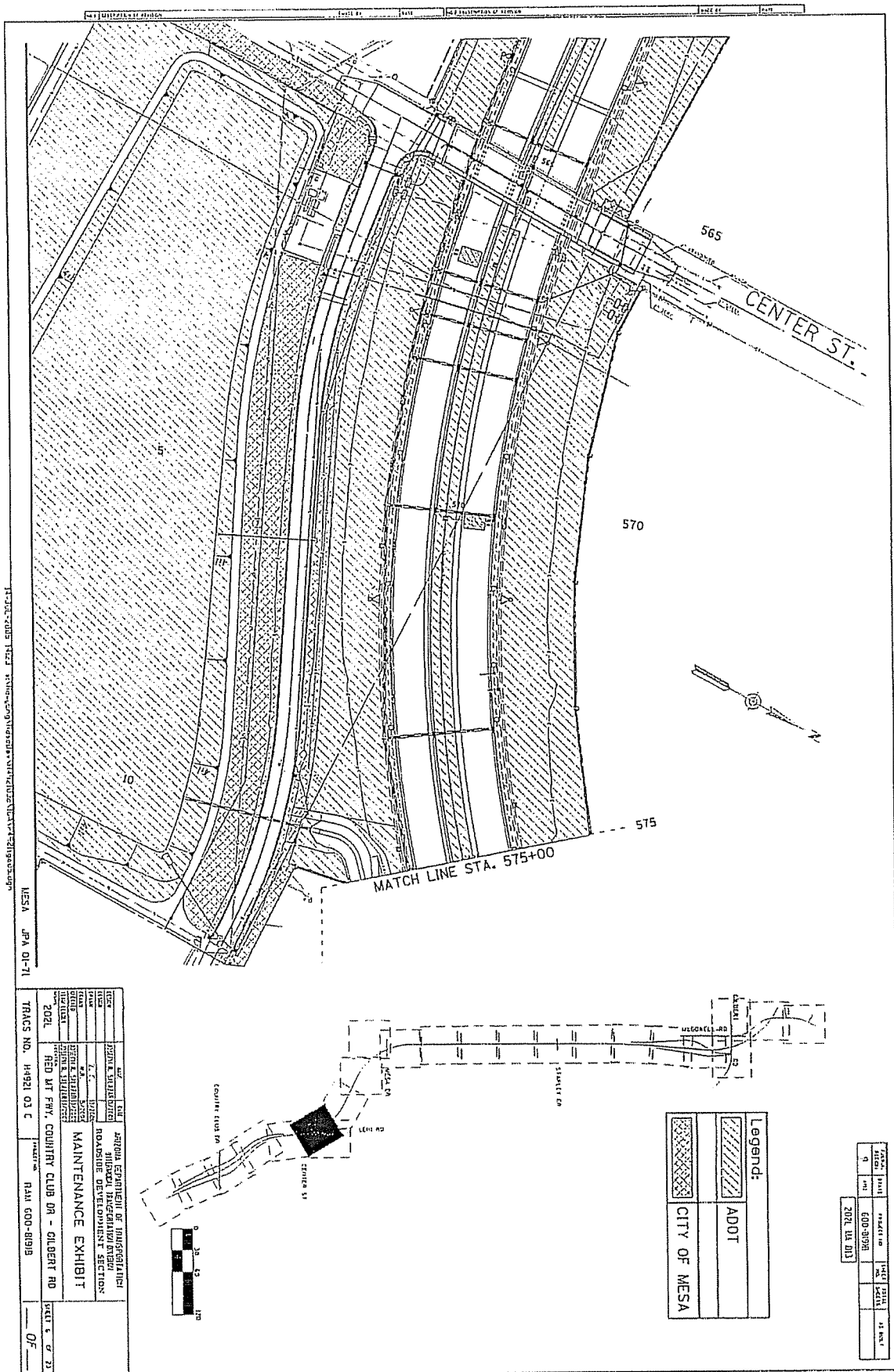


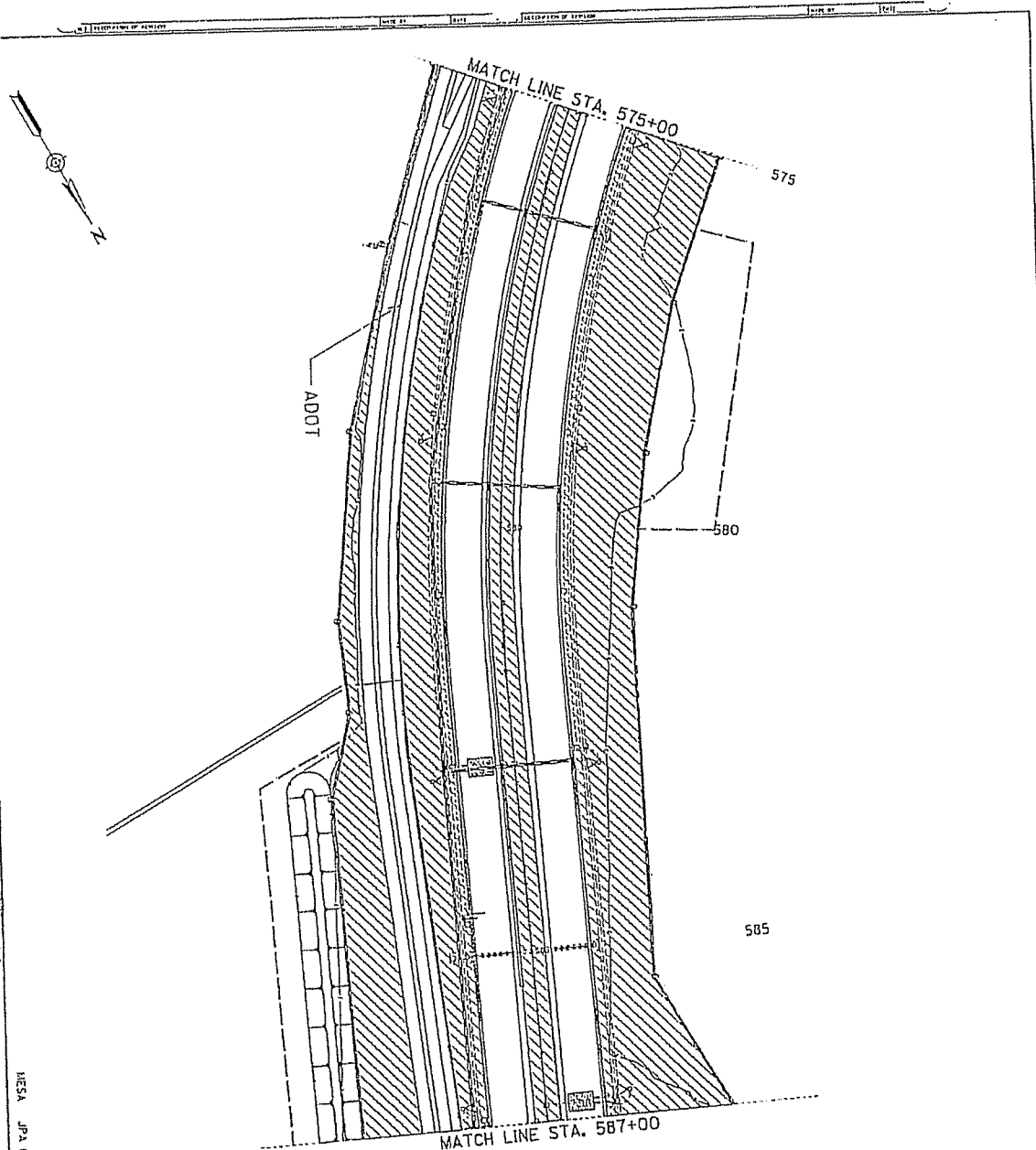
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2010 APR 12 013

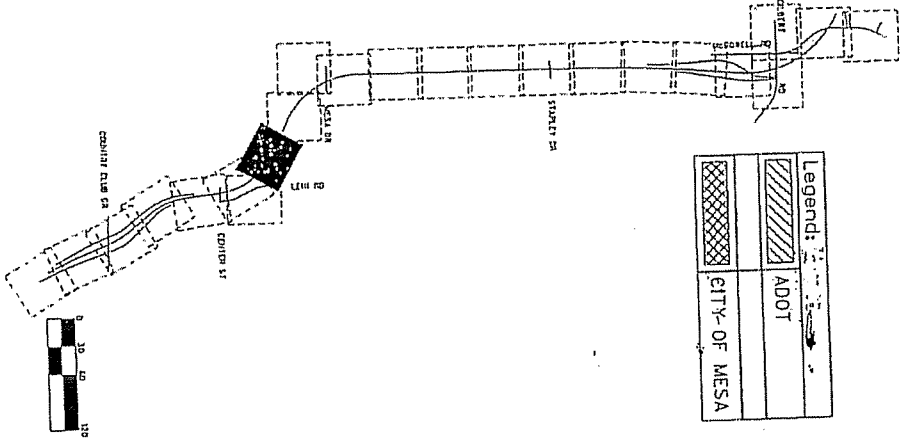
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TRACS NO.	H-21 03 C	FILE NO.	800 2193
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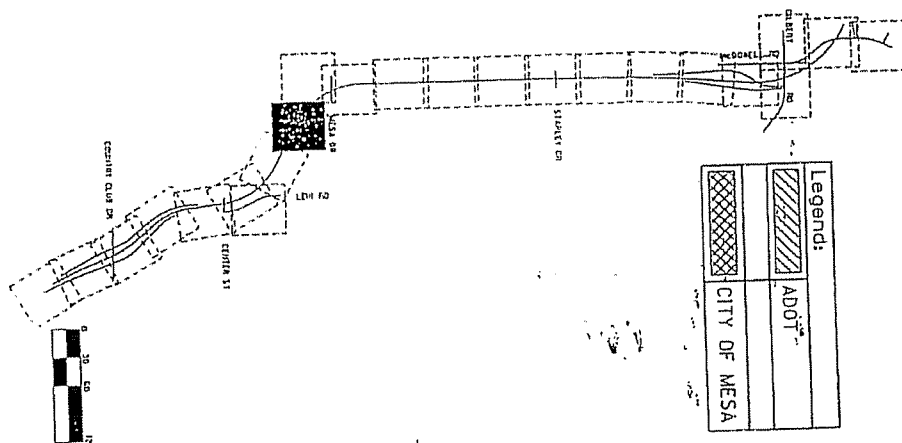
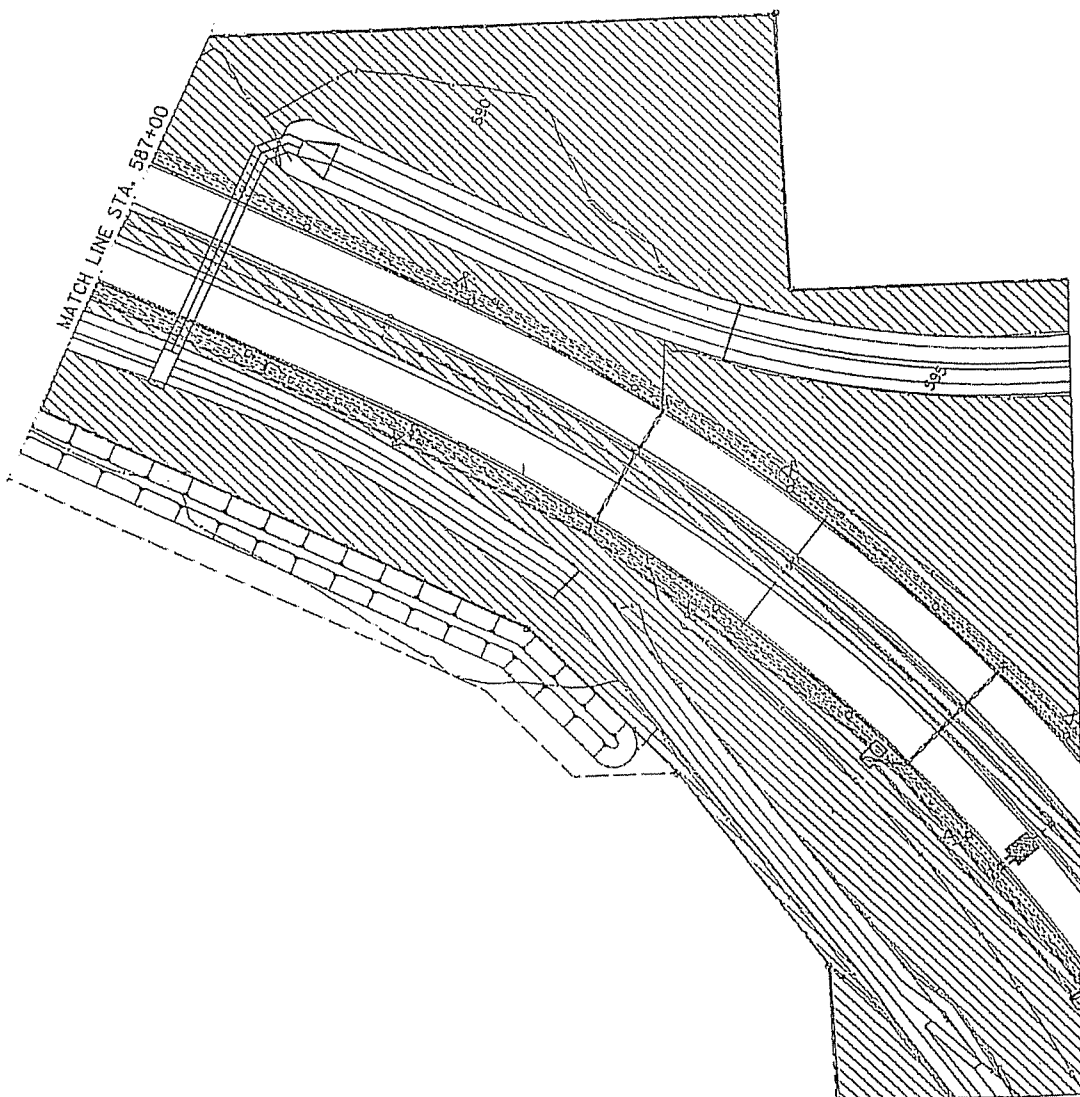


PROJECT NO.	14921 03 C	PROJECT NAME	RAJ 800-819B
DATE	2021	REVISION	RED MT FW, COUNTRY CLUB DR - CULBERT RD
DESIGNER	JOHN E. HARRIS	ENGINEER	JOHN E. HARRIS
CHECKED	J. E. HARRIS	DATE	11/17/21
APPROVED	JOHN E. HARRIS	DATE	11/17/21
PROJECT NAME	MAINTENANCE EXHIBIT		
PROJECT NO.	14921 03 C		
PROJECT NAME	RAJ 800-819B		
PROJECT NO.	14921 03 C		
PROJECT NAME	RAJ 800-819B		
PROJECT NO.	14921 03 C		
PROJECT NAME	RAJ 800-819B		





Legend:	
	ADOT
	CITY OF MESA

PROJECT NO.	14921 03 C	PROJECT NAME	RAJ 800-819B
DATE	2021	REVISION	RED MT FW, COUNTRY CLUB DR - CULBERT RD
DESIGNER	JOHN E. HARRIS	ENGINEER	JOHN E. HARRIS
CHECKED	J. E. HARRIS	DATE	11/17/21
APPROVED	JOHN E. HARRIS	DATE	11/17/21



NAME	DATE	PROJECT NO.	NO.	1000	IS
9	11/11	600-01513	NO.	1000	IS

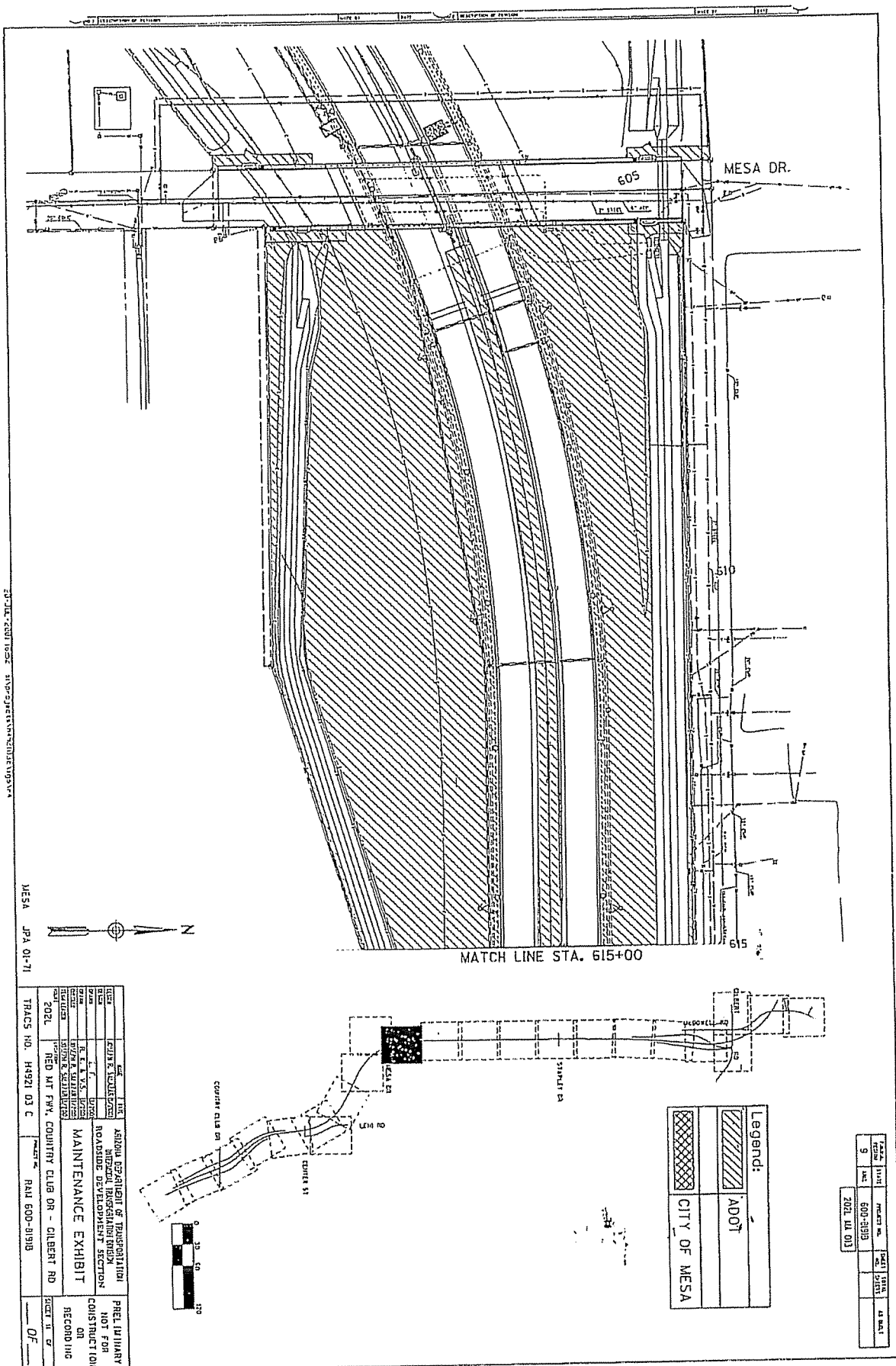
2021 11/11

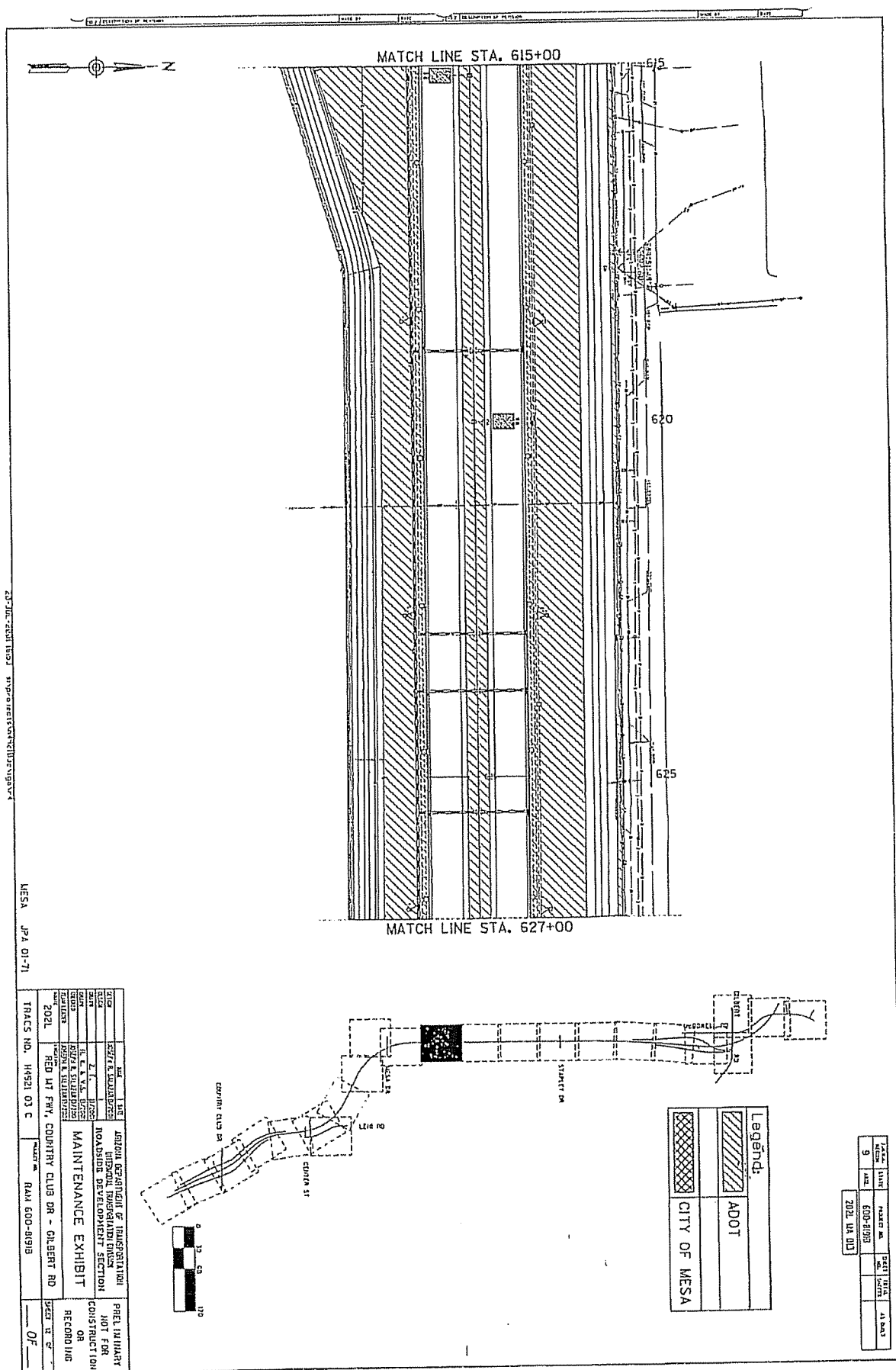
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	CITY OF MESA

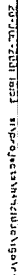
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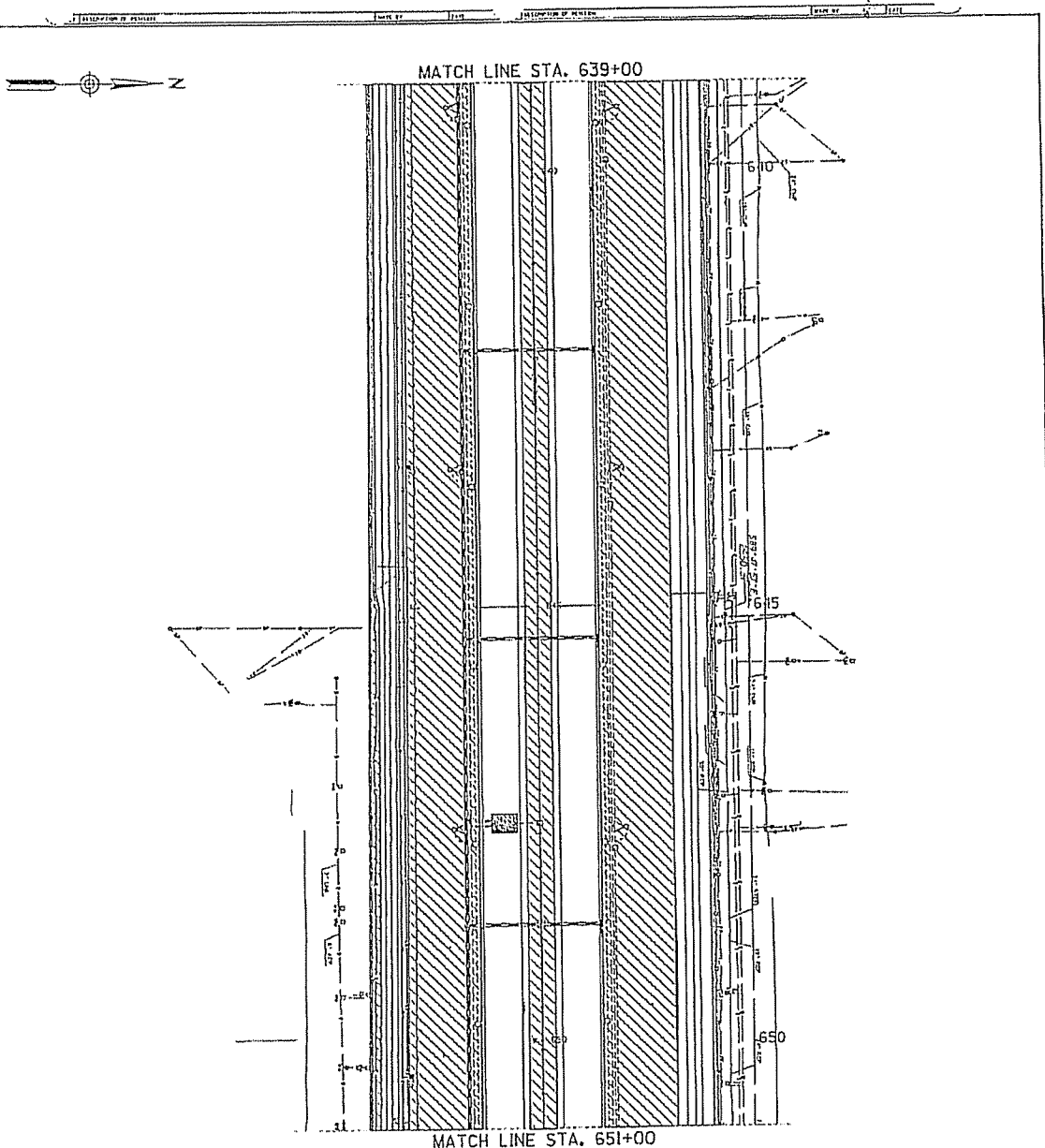
MESSA 25A 01-71

9:00 AM - 10:00 AM





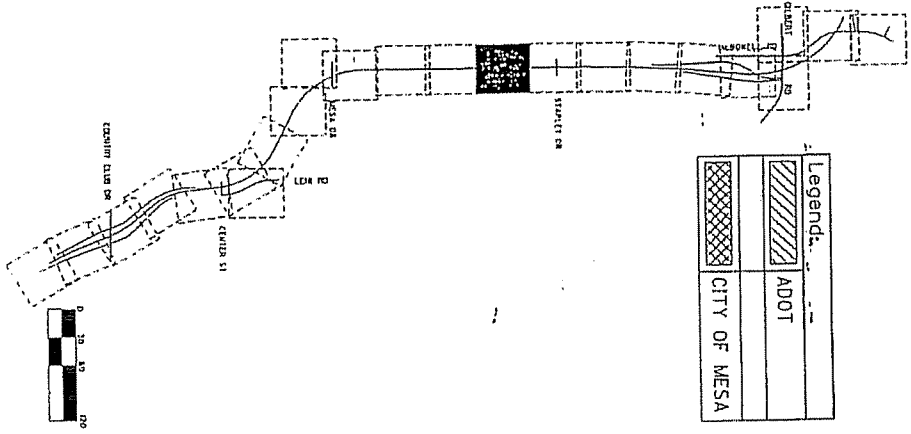




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UESA JPA 01-71

DESIGN	DESIGN & CONSTRUCTION	DATE	2001.07.21
CLIENT	ARIZONA DEPARTMENT OF TRANSPORTATION	PROJECT NO.	000-0000
CONTRACT	ROADSIDE DEVELOPMENT SECTION	SECTION NO.	000-0000
DESIGNER	UESA	DATE	2001.07.21
REVISION	RED AT FRY, COUNTRY CLUB DR - GILBERT RD	DATE	2001.07.21
2001	RED AT FRY, COUNTRY CLUB DR - GILBERT RD	DATE	2001.07.21



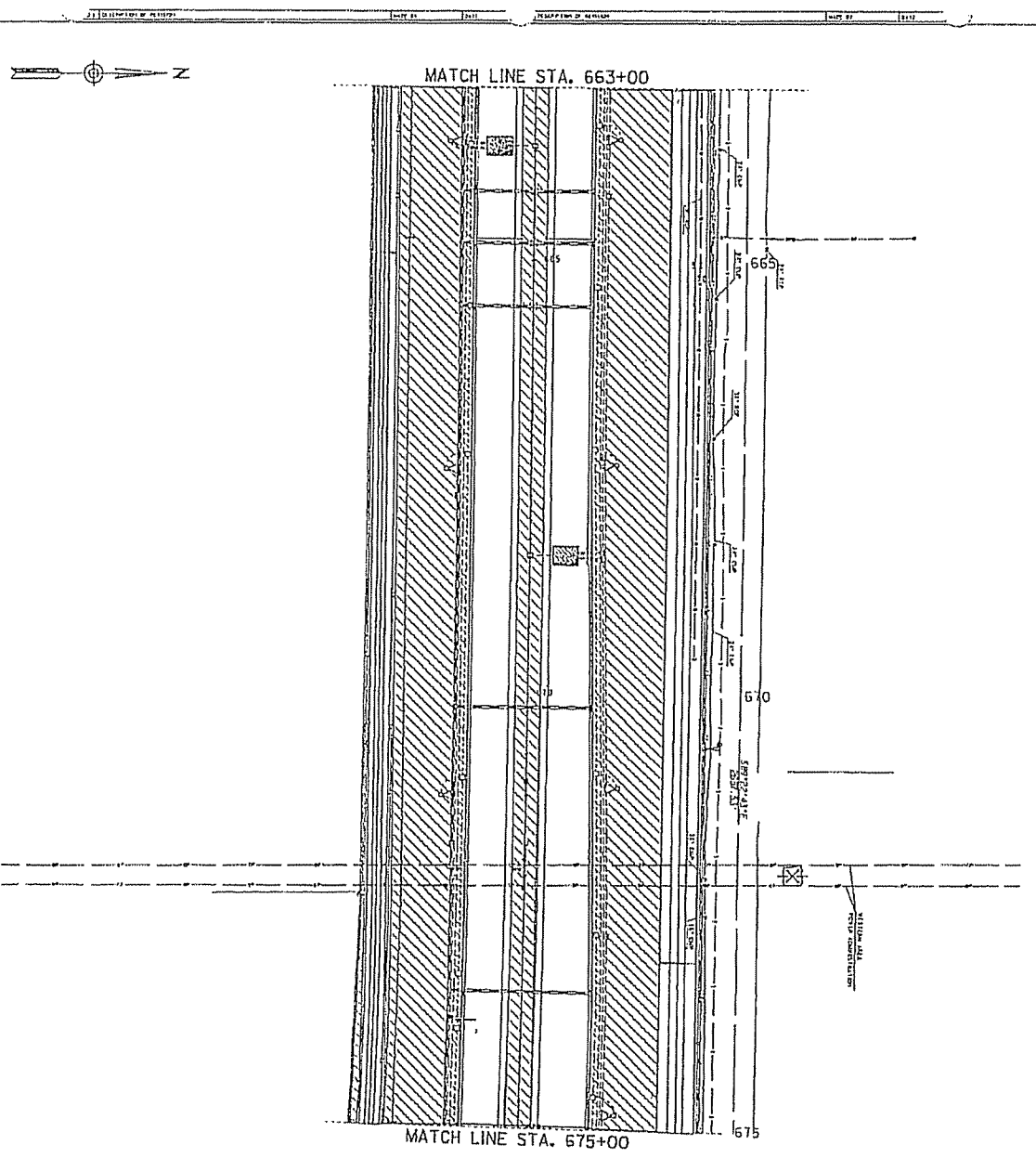
Legend	
	ADOT
	CITY OF MESA

DATE	2001.07.21	PROJECT NO.	000-0000	SECTION NO.	000-0000	AS SHOWN
9	DATE	2001.07.21	PROJECT NO.	000-0000	SECTION NO.	000-0000

TRACES NO. 14921 03 C

RAA 600-0000

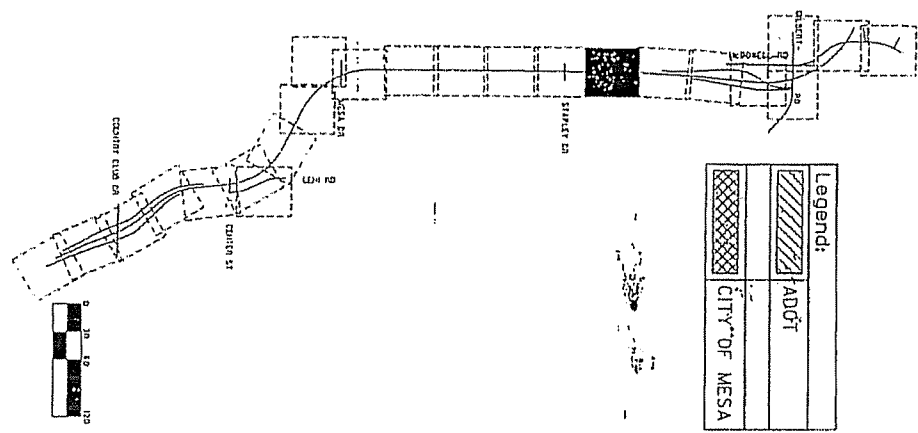
OF



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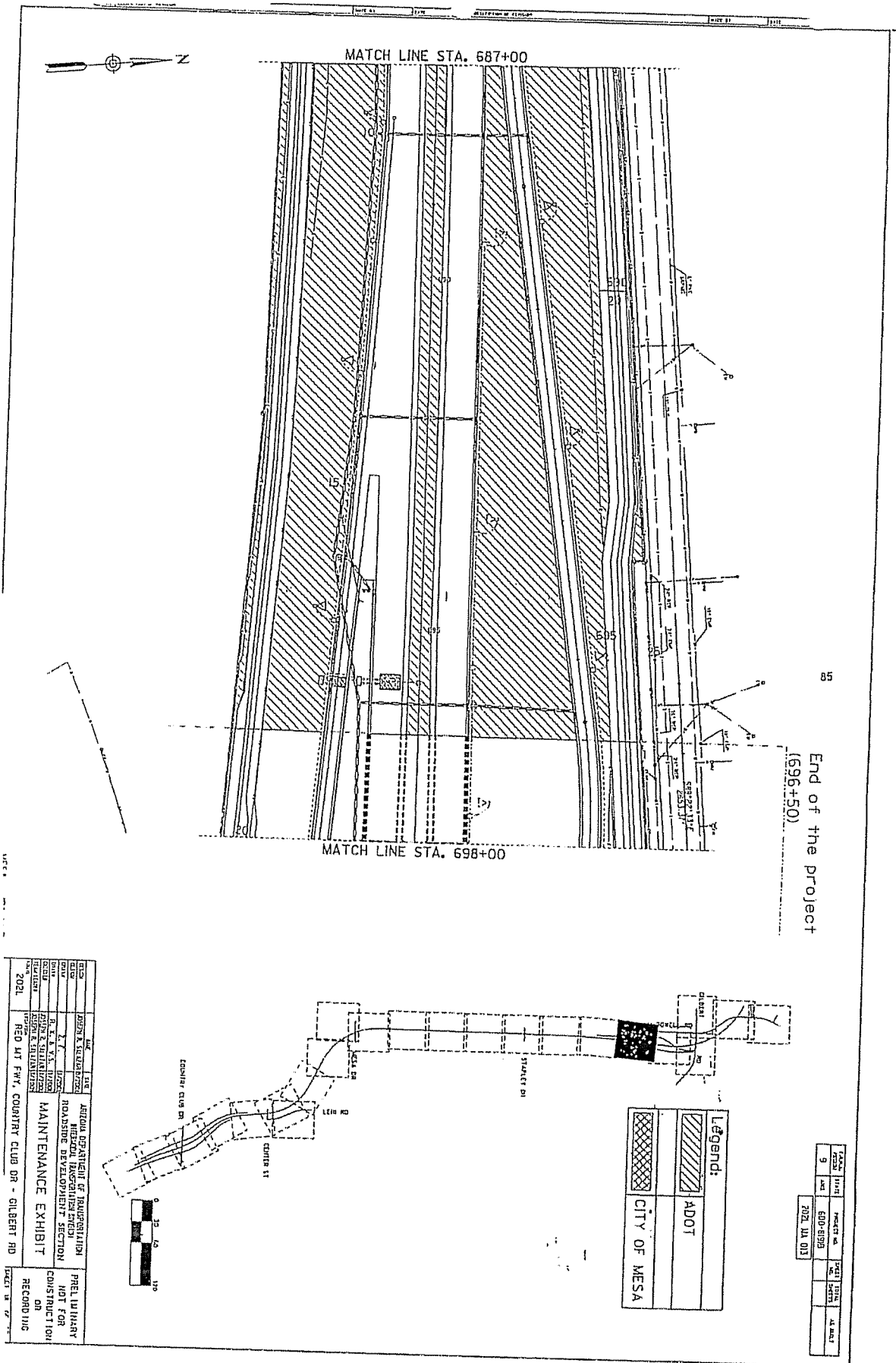
MESA JPA 01-71

PROJECT NO.	RAV 600-8198	PROJECT NAME	RAV 600-8198
DATE	2011 04 03	DATE	2011 04 03
DESIGNED BY	RAV 600-8198	DESIGNED BY	RAV 600-8198
CHECKED BY	RAV 600-8198	CHECKED BY	RAV 600-8198
APPROVED BY	RAV 600-8198	APPROVED BY	RAV 600-8198
DATE	2011 04 03	DATE	2011 04 03
PROJECT NO.	RAV 600-8198	PROJECT NO.	RAV 600-8198
PROJECT NAME	RAV 600-8198	PROJECT NAME	RAV 600-8198
DATE	2011 04 03	DATE	2011 04 03
DESIGNED BY	RAV 600-8198	DESIGNED BY	RAV 600-8198
CHECKED BY	RAV 600-8198	CHECKED BY	RAV 600-8198
APPROVED BY	RAV 600-8198	APPROVED BY	RAV 600-8198
DATE	2011 04 03	DATE	2011 04 03



Legend:	
	ADOT
	CITY OF MESA

PROJECT NO.	RAV 600-8198
PROJECT NAME	RAV 600-8198
DATE	2011 04 03
DESIGNED BY	RAV 600-8198
CHECKED BY	RAV 600-8198
APPROVED BY	RAV 600-8198
DATE	2011 04 03



DATE	01/13/2021	DESIGN	01/13/2021	APPROVAL	01/13/2021
BY	J. J. J.	BY	J. J. J.	BY	J. J. J.
CHECK	J. J. J.	CHECK	J. J. J.	CHECK	J. J. J.
PROJECT	2021-013	PROJECT	2021-013	PROJECT	2021-013
SHEET	9	SHEET	9	SHEET	9
DATE	01/13/2021	DATE	01/13/2021	DATE	01/13/2021

PRELIMINARY
NOT FOR
CONSTRUCTION
OR
RECORDING

RED LIT FRT, COUNTRY CLUB DR - GILBERT RD

PROJECT NO. 2021-013

Red Mountain Freeway Country Club Drive to Gilbert Road Section
Description and Cost of Pay Items for the City of Mesa Enhancements

ITEM	COST			DESCRIPTION
	DESIGN	CONSTRUCTION	TOTAL	
1. Mainline Shrubs and Trees	\$ 3,010.80	\$ 60,216.00	\$ 63,226.80	1421 additional trees and shrubs. Design cost based on 5% of construction estimate.
2. Irrigation	\$ 903.24	\$ 18,064.80	\$ 18,968.04	30% of additional plant material. Design cost based on 5% of construction estimate.
3. Architectural and Aesthetic	\$ 730.40	\$ 14,608.00	\$ 15,338.40	Bridge parapet, piers and wing wall painting. Design cost based on 5% of construction estimate.
Item 1-3				
Sub-total	\$ 4,644.44	\$ 92,888.80	\$ 97,533.24	
Maintenance of Traffic Share	0 \$	4,040.66	\$ 4,040.66	Maintenance of traffic was based on a per centage basis (4.35%) of the construction cost of the City's items.
Construction Surveying and Layout Share	0 \$	4,040.66	\$ 4,040.66	Construction surveying and layout was calculated on a per centage basis (4.35%) of the construction cost of the City's items.
Mobilization Share	0 \$	9,288.88	\$ 9,288.88	Mobilization was based on a per centage basis (10%) of the construction cost estimate of the City's items.
Landscape Establishment Share	0 \$	4,040.66	\$ 4,040.66	Landscape establishment was based on a per centage basis (4.35%) of the construction cost of the City's items.
Sub-total	\$ 4,644.44	\$ 114,299.67	\$ 118,944.11	Contractor's bid is \$2,133,300.00
				Note: \$92,888.80/\$2,133,300.00 = 0.04354 or 4.35%

Contractor's bid is \$2,133,300.00

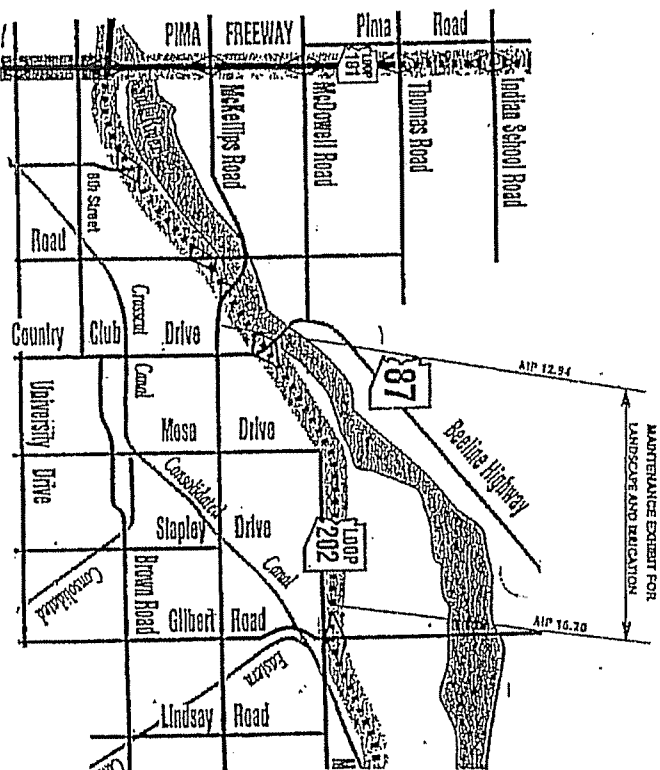
ITEM	COST		DESCRIPTION
	DESIGN	CONSTRUCTION TOTAL	
Sub-total from Previous sheet:	4644.44	\$ 114,299.67	\$ 118,944.11
14% Construction Engineering	\$ -	\$ 16,001.95	\$ 16,001.95
Construction Engineering was calculated on a per centage (14%) of the subtotal of construction costs of the City's items			
5% Engineering Administration	\$ 232.22	\$ -	\$ 232.22
Engineering Administration was calculated based on a per centage basis (5%) of the Design costs of the City's items.			
Total	\$ 4,876.66	\$ 130,301.62	\$ 135,178.28

City of Mesa - Landscape Enhancement contribution

Red Mountain Freeway (Country Club Drive to Gilbert Road), Additional Landscaping and Irrigation Items and Costs

JPA 01-071 Exhibit B October 2004.xls

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY
RED MOUNTAIN FREEWAY (202L)
JPA 01-071 Landscape Maintenance Agreement
Exhibit C

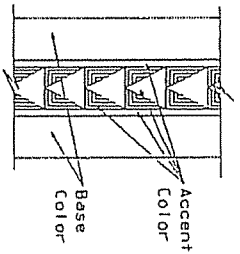


COUNTRY CLUB DR-GILBERT RD

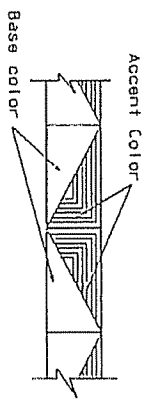
JPA 01-71

PROJECT NO.	DATE	BY	CHKD	DATE	BY
9	10/11/17	RAI 202-A-501	53	121	11/01/17

RAI 202-A-501



PIER RUSTICATION



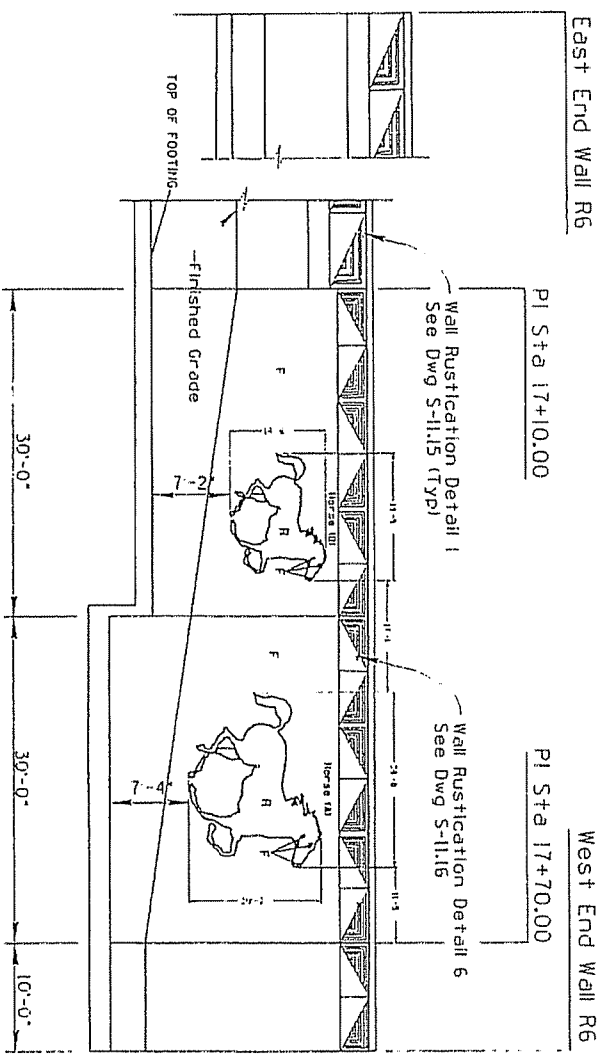
BRIDGE PARAPET RUSTICATION

ACCENT COLOR AREA DETAIL

Not to Scale

NOTE:

City of Mesa Maintains the Accent Color on the bridge pier and bridge parapet.
ADOT Maintains the Base Color on the bridge pier and bridge parapet.
City of Mesa Maintains the Accent Color on the Galloping Horses.



GALLOPING HORSES ELEVATION & WALL R6 ELEVATION

Not to Scale

NOTE:

Accent color on the horses shall be Frazee
5830W Arizona White or other approved color.

JPA 01-071
Maintenance Exhibit C

05-001-2004 14137 S:\Rd\GEN\RD\RD00\1413703\49210301.dgn

DESIGN	DATE	BY	CHKD	DATE	BY
DESIGNED	10/11/17	RAI 202-A-501	53	121	11/01/17
CHECKED	10/11/17	RAI 202-A-501	53	121	11/01/17
DATE	10/11/17	RAI 202-A-501	53	121	11/01/17
PROJECT	RED MT FRY, COUNTRY CLUB DR - GILBERT RD	RAI 202-A-502			
TRACS NO.	H921 03 C				

RESOLUTION NO. 8621

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA FOR LANDSCAPE MAINTENANCE ALONG THE RED MOUNTAIN FREEWAY FROM COUNTRY CLUB DR TO GILBERT RD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the cost sharing agreement between the State of Arizona Department of Transportation and the City of Mesa for the Landscape Maintenance along the Red Mountain Freeway from Country Club Dr to Gilbert Rd (ADOT JPA No. 01-71); is hereby approved.

Section 2: That the City Manager, Michael T. Hutchinson, or his designated representative, is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his authorized designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 7th day of November, 2005.



APPROVED:

Keno Hawker

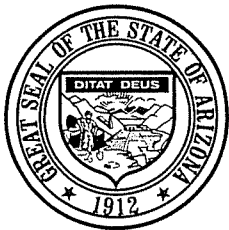
Mayor

ATTEST:

Linda Crocker

City Clerk

Deputy



STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION
MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: 602-542-8859
Fax: 602-542-3646


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1962TRN (**JPA01-071**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 2nd, 2005.

TERRY GODDARD
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General

JTM:dgr
Attachment
937108